REQUEST FOR PROPOSAL (RFP)

Bangalore Electricity Supply Company Limited

(Wholly Owned Govt. Of Karnataka Undertaking)

On behalf of

BANGALORE ELECTRICITY SUPPLY COMPANY

CHAMUNDESHWARI ELECTRICITY SUPPLY CORPORATION

GULBARGA ELECTRICITY SUPPLY COMPANY

MANGALORE ELECTRICITY SUPPLY COMPANY

HUBLI ELECTRICITY SUPPLY COMPANY

invites electronic Bids from eligible Bidders for the Work mentioned below, under Competitive Bidding against tender enquiry no:

BESCOM/GM(ICT&MIS) /DGM-IT2/AGM-IT5/MANAGERIT15/BC-48/2024 -25/09 dated 23.08.2024
BESCOM/2024-25/SE0175 dated 23.08.2024

For

Renewal of Annual Maintenance Contract AMC and Annual Technical Support ATS for various items deployed in the Data Centre.
Lot1: Enterprise Storage deployed with all accessories and bundled software license.
Lot 2: Tape Library deployed with all accessories and bundled software license.
Lot 3: Backup Software.

Issued by:
The General Manager (ICT & MIS),
BESCOM, Belaku Bhavan, Corporate office
K.R Circle, Bangalore-560001

Disclaimer

This Request for Proposal (**RFP**) is for "Renewal of Annual Maintenance Contract (AMC) & Annual technical Support (ATS) for various items deployed in Data Centre". Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder

and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process

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Letter of invitation to Bidders

Tender Reference no.	Tender enquiry No: **BESCOM/GM(ICT&MIS) /DGM-IT2/AGM-IT5/MANAGERIT15/BC-48/2024 -25/09 dated 23.08.2024 BESCOM/2024-25/SE0175 dated 23.08.2024**
Name of the Organization	Bangalore Electricity Supply Company Ltd. (BESCOM)
Title of Services	Renewal of Annual Maintenance Contract (AMC) & Annual technical Support (ATS) for various items deployed in Data Centre

Dear Sir/Madam,

BESCOM (hereinafter called "Purchaser") is executing RFP for Renewal of Annual Maintenance Contract (AMC) & Annual technical Support (ATS) for various items deployed in Data Centre. More details on the services are provided in the Terms of Reference in this RFP document.

1) The RFP includes the following documents:

Section I - Invitation for Bids
Section II - Instruction to Bidders
Section III - General Conditions of Contract
Section IV - Special Conditions of Contract
Section V - Scope of Work
Section VI - Forms

2) You are invited to submit your proposal as per the attached RFP document.

Yours sincerely,

Sd/
General Manager (ICT & MIS)
BESCOM

1. Section I: Invitation for Bids

1.1 ABOUT BESCOM

BESCOM – Bangalore Electricity Supply Company Limited is responsible for power distribution in eight districts of Karnataka. BESCOM covers an area of 41,092 sq. kms with a population of over 207 lakhs. The company has 4-operating Zones – Bangalore Metropolitan Area Zone (south), Bangalore Metropolitan Area Zone (North), Bangalore Rural Area Zone and Chitradurga Zone, 9 Circles, 28 Divisions, 119+ Sub-divisions and 465+ Section Offices or O&M offices.

Business operations are operated from Own Data Centre established at Bengaluru and Disaster Recovery Centre on Cloud by ESCOMs.

1.2 OBJECTIVES OF THE RFP

1.2.1 The objective of this RFP is for selection of Vendor for Renewal of Annual Maintenance Contract (AMC) & Annual technical Support (ATS) for various items deployed in Data Centre for each Lot as per terms and conditions mentioned herein.

1.2.2 The Data Centre (DC) on premise and Disaster Recovery Centre (DRC) on cloud existing is a common centre for all 5 ESCOMs of Karnataka.

Detailed Scope of work has been specified in Sections V (Scope of work), clause 5.2 of this tender document.

1.3 KEY EVENTS AND DATES:

1	Tender Inviting Authority	GM (ICT &MIS), BESCOM
2	Date of Publication of RFP	23.08.2024, 04:00 PM
3	Last date of Receiving Queries/ Clarification	Queries if any may be sent to gmit@bescom.co.in on or before 30.08.2024, 11:00 AM
4	Pre Bid Meeting	30.08.2024. 11:30AM at Chamber of GM-IT, BESCOM, 5th Floor, Belaku Bhavana,

		Corporate Office, K. R Circle, Bengaluru
4	Last Date of Submission of bids	09.09.2024, 04:00 PM
5	Earnest Money Deposit Payable	Lot 1: Rs. 2,00,720/- Lot 2: Rs. 52,040/- Lot 3: Rs. 9,290/-
6	Amount put to tender	Lot 1: Rs. 2,00,71,800/- Lot 2: Rs. 52,03,800/- Lot 3: Rs. 9,29,022/-
7	Date, Time of Opening of Techno-Commercial Bid	10.09.2024, 04: 30 PM

1.4 LOT WISE LIST OF ITEMS :

The AMC/ATS is required for 3 years effective from the last date of expiry for the below items:

Sl. NO.	Lot	Item description	OEM	Model	Last date of expiry
1	Lot-1	Enterprise Storage deployed with all accessories and bundled software license	M/s Netapp	AFF A700	31.10.2024
2	Lot-2	Tape Library deployed with all accessories and bundled software license	M/s Overland Tandberg	NeoXL80 -LTO7 FC	30.09.2024
3	Lot-3	Backup Software	M/s Commvault	FF6A1	29.09.2024

1.5 ELIGIBILITY CRITERIA :

Pre-qualifying requirements for selection of successful Bidder are mentioned hereunder:

The following documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal by the participating Bidders.

1.5.1 PRE-QUALIFICATION CRITERIA:

Amount put to Tender:

Lot 1: Rs. 2,00,71,800/- (Rupees Two Crore Seventy-One Thousand Eight Hundred only)

Lot 2: Rs. 52,03,800/- (Rupees Fifty-Two Lakh Three Thousand and Eight Hundred only)

Lot 3: Rs. 9,29,022/- (Rupees Nine Lakh Twenty-Nine Thousand and Twenty-Two only)

Sl. No.	**Requirement Description**	**Documents to be uploaded. (Bidder's shall upload documents for each LOT separately)**
I. Technical Capabilities		
PQ 1	The Bidder should be in existence as any of the following: (a) Companies incorporated in India under the Companies Act, 1956/2013 including any amendments thereto;	1. Certificate of Incorporation issued by Registrar of Companies of Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the company 2. Annual filings (E-forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two financial years 3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender.
	(b) LLP incorporated in India	1. Certificate of

	under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited Liability Partnership Agreement of LLP 3. Form 11- Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Govt. of India) for preceding two financial years
	(c) (i) Partnership firm under Partnership Act, 1932 in India; (ii) Sole Proprietorship Concern	1. Partnership Deed, GST Registration Certificate. 2. Shops and Establishment Registration Certificate, as applicable. 1. PAN/ Registration Certificate
PQ 2	The Bidder must have valid ISO 9001:2015 or latest certification.	Valid Certificate
PQ 3	The bidder should either be the Original Equipment Manufacturer or an OEM Authorized vendor/Partner	In case of Original Equipment Manufacturer (OEM): Manufacturing License issued by competent authority. In case of Authorized vendor/partner of OEM: 1) Letter of Manufacturers' Authorization Form (MAF) issued by the OEM for each of the items. 2) Manufacturing License issued by competent authority to the OEM.

PQ 4	The Bidder should have obtained orders for having provided the AMC/ATS from OEM for **Lot1: Enterprise storage of quantity not less than 1 No.** **Lot 2: Tape library of quantity not less than 1 No.** **Lot 3: Any Backup software meeting the similar existing enterprise solution.** issued by any Govt. departments/ PSUs/ Private company in any one of the last five financial years (2018-19, 2019-20,2020-21,2021-22, 2022-23) & 3 years for Micro & Small Enterprises (2020-21, 2021-22, 2022-23) as on the date of bid submission. **Note: If the bidder is bidding for more than one LOT, the bidder has to meet the requirement cumulatively and provide evidence individually for each of the lots intended to apply**	Purchase orders/ Contract orders copies placed by Govt. departments/ PSUs/ Private company.
PQ 5	The Bidder shall furnish the performance certificate for satisfactory operation for at least 12 months for having provided the AMC/ATS for **Lot1: Enterprise storage of quantity not less than 1 No.** **Lot 2: Tape library of quantity not less than 1 No.** **Lot 3: Any Backup software meeting the similar existing enterprise solution.** issued by any Govt. departments/ PSUs/ Private company in any one of the last	Performance certificate issued by the officer not below the rank of DGM or Equivalent officer of the concerned Govt. departments/ PSUs or Performance certificate issued by head of IT department of concerned private company.

	five financial years (2018-19, 2019-20,2020-21,2021-22, 2022-23) & 3 years for Micro & Small Enterprises (2020-21, 2021-22, 2022-23) as on the date of bid submission.	
PQ 6	The Bidder must not have been blacklisted by any Government Department (State and Central Government) or PSUs or Private Company as on the last date of submission of Bid.	Self-declaration by the Bidder in Rs. 500 Stamp paper duly notarized shall be uploaded.
PQ 7	The Bidder must not have defaulted in providing services against any of the previous purchase orders placed by BESCOM or any other utilities as on the date of bid opening.	Self-declaration by the Bidder in Rs. 500 Stamp paper duly notarized shall be uploaded.
PQ 8	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be	A copy of Registration certificate issued by the Indian competent authority. In case the same doesn't apply, Self-declaration by the bidder in Rs. 500 Stamp paper duly notarized shall be uploaded as per annexure.

	attached.)	

II. FINANCIAL CAPABILITIES:

PQ 9	Bidder shall have an average annual financial turnover of not less than the amount put to tender in any of the preceding two financial years in the last five financial years (2018-19, 2019-20, 2020-21,2021-22, 2022-23) In case of MSME it is 50 % of amount put to tender in the last three financial years (2020-21,2021-22, 2022-23). **Note: In case the bidder is participating for more than one lot the turnover prescribed shall be met cumulatively.**	Certified copies of audited Financial Statements (P&L statements, Balance Sheets) duly sealed and signed by CA providing the turn over details. (The Bidder shall upload valid MSME (UDYAM) registration certificate obtained from the competent authority for being registered as Micro Small and Medium Enterprises.)

PQ 10	The Liquid assets as on 31.07.2024 or at a later date before submission of the bid consisting of Cash at Bank + Term deposits + availability of fund based credit facility in any Nationalized/ Scheduled commercial bank shall not be less than 25% of the amount put to tender. (However, in case of MSME it will be 12.5 % of the amount put to tender). If the Bidder has banking with more than one Bank, then the available liquid asset balance on a particular date & time i.e. as on 31.07.2024 or any date before submission of bids shall be the same date for all the banks along with bank statements for the same date & time. **Note1: In case the bidder is participating for more than one LOT the liquid asset shall be met cumulatively for all the lots bidder is bidding.** **Note 2: Same or higher amount of liquid assets shall be maintained/showcased at the time of the issuance of LOI**	The cash at Bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by any Nationalized/Scheduled Bank with whom the bidder has banking facilities In case of Fund based credit facility, the certificate should have the sanctioned limit, funds utilized so far and balance available as on 31.07.2024 or at a later date, before submission of the bid shall be uploaded.

1.6 CONTRACT PERIOD

The total contract period of AMC/ATS is for three years from the last date of expiry of existing AMC/ATS for each of the lot.
Further, the contract may be extended for additional two years on mutual agreement.

1.7 Bid Submission

Instructions regarding KPP portal:

1. The bid is to be quoted online through e-auction in the Government of Karnataka "Karnataka Public Procurement (KPP) portal" on **https://kppp.karnataka.gov.in only.**
2. Bidders, who have not registered in the KPP portal, may do so by registering through the above website. **A non-refundable Tender processing fee** as determined by the above said procurement platform shall be payable electronically by the Bidders at the time of submitting Bids.
3. The Bidders can access bid documents on the web site and participate in the e- Auction within the stipulated time and date as per auction notice details through above portal only.
4. Bidders shall attach scanned copies of all the certificates pertaining to the qualifying requirements as mentioned in the eligibility criteria and any other certificates as required in the tender, which are mandatory.
5. The Bidders shall furnish the original certificates for verification whenever required to the BESCOM authorities, failing which the Bidder will be disqualified.
6. Conditional bids, incomplete bids, bids without EMD, bids not properly uploaded and bids submitted late will be rejected.
7. Date and time-stamp of the portal shall be final in deciding the time and date of submission of bid through e-Auction. Decision of the Company in this regard is final and must be accepted by all the Bidders.
8. The Bidders shall quote in Indian Rupees only.
9. Bids shall be submitted through above portal only.
10. The Bidder shall upload documents to satisfy qualifying requirements, EMD, Declaration form, proof of address wherever necessary, pollution controls board authorization /certificate whenever required and other statutory requirements.
11. The EMD furnished by the Bidders will be forfeited in case the Bidder withdraws the offer during the validity or violates any clause stipulated in the bid.
12. The prospective Bidders shall upload all the relevant documents along with the bid.
13. **The validity of the bid shall be 180 days from the last date of bid submission.**
14. Corrigendum / **Modification / Corrections, if any will be published in the portal website only, for any clarification on e-procurement, request for e-procurement training, Bidders can contact HELP DESK at +91-8046010000**

Note: The above Notification is subject to changes from time to time. Prospective Bidders are requested to contact the authorized person / office indicated in the Notification for the authentic prevailing version.

The Management does not take any responsibility for any consequences arising out of any acts or forbearance on the part of the third parties on the basis of the above Notification.

Procedures

1. The Bids along with prescribed documents as per annexures shall be submitted through KPP portal and the Bidders are requested to familiarize themselves with the procedure of E-Procurement thoroughly before submission of Bids.
2. Mere issue/downloading of Bid Document does not qualify any Bidding firm for appointment. The Bidders who does not comply with the eligibility Criteria mentioned in the Tender Notification/Bid document will be rejected.
3. The submission of Bidders implies that they have read and understood the contents of Tender Notification and the Bid document.
4. The Authority reserves the right to accept/reject all or any of the Bids without assigning any reasons.
5. Conditional quotes/ Bids are not acceptable.
6. The declaration given by the Bidders is found false on verification, the offer of such Bidder will be discarded and not considered for evaluation and legal action will be initiated against such Bidder who has submitted the false declaration.

Sd/-

General Manager

ICT & MIS, Corporate Office

BESCOM

2. Section II: Instructions to Bidders

2.1 INSTRUCTION

2.1.1 BESCOM on behalf of Bangalore Electricity Supply Company Limited and other ESCOMs, invites tenders vide Enquiry No: **BESCOM/2024-25/SE0175 dated 23.08.2024** in two parts (Technical Bid and Price Bid) through KPP portal **https://kppp.karnataka.gov.in** for Renewal of Annual Maintenance Contract (AMC) & Annual technical Support (ATS) for various items deployed in Data Centre.

2.2 COST OF BIDDING

2.2.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, Technical bid and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3 UNDERSTANDING OF BID DOCUMENTS

2.3.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself so as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

2.4 LANGUAGE OF BID

2.4.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

2.5 CURRENCIES OF BID

2.5.1 Bidders may express their bid price in Indian Rupees only. Price Bid in any currency other than INR will be treated as non-responsive and hence will be rejected.

2.6 BID VALIDITY

2.6.1 Bids submitted by Bidders shall remain valid for acceptance for One Hundred and Eighty (180) calendar days from the last date of Bid submission . A Bid valid for a shorter period may be rejected by the Purchaser as being non-responsive.

2.6.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under Clause 2.7 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.7 EARNEST MONEY DEPOSIT (BID GUARANTEE)

2.7.1 The bidders shall pay 1% EMD against amount put to tender through any of the payment modes mentioned in the KPP portal for payment of EMD.

2.7.2 Permanent EMD holders are also necessary to furnish EMD. Government/Quasi Government/Public Sector Undertakings are not exempted from furnishing the Bid security.

2.7.3 EMD will be returned / refunded for the unsuccessful bidders on finalization of the order and EMD of successful bidders will be returned after furnishing the Performance Guarantee by the Successful Bidder.

2.7.4 Bids shall be accompanied by Bid Security (EMD) amount as indicated in "**Key Events and Dates"** shall be submitted through any of the four e-payment modes mentioned in the KPP Portal. The Bid Security is required to protect the owner against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture, pursuant to Para 2.7.5. The Bid Security shall be made payable to the Owner without any condition whatsoever.

2.7.5 Any Bid not secured in accordance with Para 2.7.1 above will be rejected summarily by the Owner as Non-Responsive.

2.7.6 The bid guarantee may be forfeited:

a) If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
b) In case of a successful Bidder fails to sign the Contract or furnish the Agreement within the prescribed date or
c) In case of a successful Bidder fails to furnish the bank guarantee.

2.7.8 E-payment modes for Tender Processing Fee & Earnest Money Deposit

The Bidders should pay the Earnest Money Deposit (EMD) & Tender Fee in

the KPP portal using any of the following payment modes:
a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)

2.8 DEADLINE FOR SUBMISSION OF BIDS

2.8.1 Bids must be uploaded in the KPP portal on or before the date specified in "**Key Events and Dates"** section of the document or the KPP portal. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

2.9.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by Purchaser prior to the deadline prescribed for submission of bids.

2.9.2 No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the

2.9.3 Bid Form withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

2.9.4 In KPP Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

2.9.5 Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.
Earnest Money Deposit of the successful Bidder will be refunded after successful fulfillment of the contract.
The deposit towards EMD shall not carry any interest. Permanent EMD will not be considered.

2.10 FORMAT OF BID

a) The bids shall be uploaded in the KPP portal, on or before the last date and time of submission of bids. Bids not submitted through KPP portal and non-submission of EMD will be disqualified.

b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

c) All the documents in support of qualifying requirements and all necessary documents shall be scanned and uploaded in the KPP portal

2.11 CONTENTS OF TENDER DOCUMENT

2.11.1 The services required, bidding procedures, contract terms, etc. are prescribed in the Tender Document. Bidders are expected to examine all instructions, terms & conditions, specifications, annexures, forms and other information in the Tender Document. Failure to furnish any or all information as required or submit a Bid not substantially responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the Bid.

2.12 BIDDER TO OBTAIN HIS OWN INFORMATION

2.12.1 The Bidder shall for all purposes deemed to have independently obtained all necessary information for the purpose of preparing his Bid. The correctness of the details given in the Tender Document is for guideline information only, to help the Bidder prepare his Bid.. The cost of visiting the sites shall be borne by the Bidder. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not providing services in strict conformity with scope and special conditions of the contract.

2.13 CLARIFICATION ON TENDER DOCUMENT

2.13.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to Purchaser.

The Purchaser, then, will issue interpretation(s) and clarification(s) as may think fit in writing.

A prospective Bidder requiring any clarification on the RFP Document may submit queries, in writing, at the mailing address and as per schedule indicated in "Invitation for Bids/ Key events and dates". The queries must be submitted in the following format only to be considered for clarification.

Sl. no.	Section no./ Clause no.	Page no.	Description/ Reference/ Subject	Clarification Sought

The queries not adhering to the above mentioned format would not be responded. BESCOM will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids/ Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the KPP portal. Responses will be uploaded by the Purchaser in the portal to any request for such clarification of the Bidding Document.Verbal clarification and information given by Purchaser or his employee(s) or his representative(s) shall not in any way be binding on Purchaser.

2.14 AMENDMENT OF BIDDING DOCUMENT

2.14.1At any time prior to the deadline for submission of the Bids, Purchaser may, for any reason, at its own initiative modify the Tender Document by issue of an addendum/corrigendum.

2.14.2 In addition, Purchaser may issue addendum/corrigendum to the Tender Document to make/reflect amendment(s) in terms & condition or Scope of Work specified in this Tender Document.

2.14.3 Any such addendum/corrigendum will be made available at the Karnataka KPP portal website. No separate other communication in this regard shall be made with any Bidder. It will be the responsibility of the Bidder to regularly visit the website to keep themselves updated on such changes.

2.14.4No clarification obtained through verbal communication by the Bidders from any officer, agent or employee of the Purchaser or any staff of the BESCOM IT Consultant will be deemed as addendum/corrigendum to the Tender document.

2.15 GENERAL INSTRUCTION FOR BID PREPARATION

2.15.1 The Bidders are advised to submit their Bids complete in all respect. The Bidder shall submit a comprehensive list of attached forms/declarations/certificates etc. in response to Tender Document.

2.15.2 The Scope of Work specified in this Tender Document shall be executed strictly in accordance with the conditions specified in the RFP and other conditions specified in various sections of this Tender Document. If any of the aforesaid condition is not clear to a Bidder, clarification may be sought from the Purchaser as per the provisions of clause 2.13 (Clarification on Tender Document).

2.15.3 The Bidders must accept all the conditions specified in the Tender Document to facilitate early finalization of Bids. Separate set of commercial

conditions (such as Bidder's standard printed conditions) enclosed with the offer and any reference there to may prevent the Bid from being considered by the Purchaser.

2.16 PREPARATION OF BID/PROPOSAL

2.16.1 Bidder shall submit one Bid. If, Bidder submits more than one Bid such Bids shall be disqualified.

2.16.2 The Bid/Proposal as well as all related correspondence exchanged by the Bidders and the Purchaser shall be written in English language, unless specified otherwise.

2.16.3 In preparing their Bid/Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid/Proposal.

2.16.4 The Technical Bid/Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

2.17 FINANCIAL BID/PROPOSALS

2.17.1 The Financial Proposal shall be directly entered in the KPP portal. It shall list all costs associated with the Assignment/Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

Bidders are to Enter/Key-In the bid price directly in the KPP portal of GoK, in the financial bid section. This is as per the GOK Circular: □□□□□□□□ □□□□□□: □□ 165 □□□□□-12/2017 dated 21/3/2017.As per the circular only the price entered/keyed-in the portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.

Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified.

2.17.2 The firm price should only be quoted.

2.17.3 The bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.

2.17.4 The prices offered shall be on a fixed price basis inclusive of GST and should not be linked to the foreign exchange or any other variable.

2.17.5 The prices offered should be inclusive of all the deliverables mentioned in Scope of work of section Special Conditions of Contract

2.18 RIGHT OF PURCHASER TO ACCEPT OR REJECT BIDS

2.18.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

2.18.2 The right to accept the Bids in response to this Tender Document will rest with the Purchaser. The Purchaser further does not bind himself to accept and reserves the authority to reject any or all the Bids received without assigning any reason whatsoever.

2.19 BID OPENING

2.19.1 The e-procurement system allows the Purchaser to download and open the e-submitted bid files from bidders only after the time for opening the bids. The technical bids will be opened as per dates given in the KPP portal.

2.19.2 The price bids of all the qualified technical responsive bidders shall be opened after completion of successful Technical evaluation.

The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.

2.20 BID EVALUATION

2.20.1 The evaluation process of the tender, proposed to be adopted by the Purchaser is indicated under this clause.

2.20.2 **Evaluation of Techno –commercial Bid**

a) The Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be considered for Technical evaluation.

b) Documents and required forms uploaded by the bidders as part of the Pre-Qualification criteria will be opened and evaluated for compliance in this stage of evaluation.

c) Only those Bidders who meets all the pre- qualification criteria stated in this RFP, shall be considered for Technical Evaluation of Bidder.
BESCOM will review the documents of the bidder. Evaluation shall be on the basis of technical specifications and documents provided by the Bidder.
Any deviation to the technical specification will be treated as disqualified.

2.20.3 **Evaluation of Financial Bid.**

a) The Financial Bids of techno-commercially qualified bidders will only be opened.

b) Only fixed price commercial bids indicating total price for the deliverables specified in this bid document will be considered.

c) Prices shall be quoted in Indian Rupees, inclusive of all statutory charges, duties and GST etc. both in figure and words rounded to one rupee.

d) Any conditional bid would be rejected.

e) No escalation of cost is allowed during the validity of the contract period.

f) Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest amount will be considered”.

g) If there is no price quoted for the deliverables, the bid shall be declared as disqualified.

The Financial Bids would be evaluated based on the overall price quoted by the Bidder as in Price Bid form. The evaluation would be based on L1 criteria only. The Bidder who quotes the lowest price shall be considered as L1.

2.21 NEGOTIATIONS

It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. However, BESCOM reserves the right to negotiate price before awarding the contract.

2.22 AWARD CRITERIA

The Successful bidder will be issued Letter of Intent (LOI). On receipt, the bidder should comply with the following requirements:

1. Submit duly signed acceptance letter to LOI.
2. Submit Performance Bank Guarantee for 5% (Five) of Contract Value.
3. Submit Contract agreement along with SLA on a Rs. 500/- value non judicial stamp paper (BESCOM will issue draft contract agreement to bidder)
4. Submit Non-Disclosure agreement (NDA) (BESCOM will issue draft SLA agreement to bidder)

Once all the above documents are submitted to BESCOM, a Detailed Work Award (DWA) will be issued by BESCOM.

2.23 RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS

Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser's action.

2.24 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

2.25 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity and extended validity period, if any, Purchaser will notify the successful Bidder in writing by registered letter/email, that its bid has been accepted.

3. Section III: General Conditions of Contract (GCC)

3.1 Bid Prices

3.1.1. Unless otherwise specified in the Scope of Work, Bidders shall quote for the entire Services on a Single Responsibility/ Turnkey basis such that the total Bid price covers all the obligations of the Bidder mentioned in or to be reasonably inferred from the Tender Document in respect of providing the product/services wise.

3.1.2 Bidders are required to quote the price for the required items as per Scope of Work specified in RFP as in section 5.

3.1.3 Bidders shall give the prices in the manner and detail as asked for in the Price Bid given in price bid form failing which the Purchaser shall reserve the right to assume/extrapolate the prices for the item/services for which the price has not been quoted and the same will be binding on the Bidders. Responsibility for including all applicable taxes, duties and levies in the Bid lie with the Bidder and the Purchaser shall not be responsible for any error/omission on the part of the Bidder.

3.1.4 The taxes, duties and levies in the form of Goods and Services Tax (GST) shall be indicated by the Bidder in the Price Bid given in Form 6 of section 6 and shall be quoted as the rates in force as on seven (7) calendar days prior to the last date of Bid submission as mentioned in event sheet. The total price quoted by the bidder should be inclusive of GST.

3.1.5 The price shall be inclusive of GST. BESCOM will not pay any other taxes, whatsoever in respect of this contract. Any increase in the tax should be absorbed by the firm during the contract and any reduction in the tax should

be passed on the BESCOM

3.2 Performance Guarantee

3.2.1 The successful Bidder shall furnish the performance security in the form of bank guarantee issued by a public sector nationalised bank/scheduled commercial banks in India, payable at Bengaluru equal to 5% (Five) of Total Contract Value and valid up to 90 days after the end of contract period. Performa as per form 2 of section 6 in the RFP shall be followed.

3.3 Incidental Services

The Successful bidder may be required to provide any or all of the following services, including additional services, if any:
(a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
(c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
(d) for a period of time agreed by the parties, provided that this service shall not relieve the Successful bidder of any warranty obligations under this Contract; and
(e) Training of the Purchaser's personnel, at the Successful bidder's plant and/or onsite, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

3.4a) Payment Terms & Penalties:

Payment Terms and schedule are as below:

Sl. No.	Particulars	Payment Terms	Timeline	Deliverables	Penalty
1	Renewal/Activation of AMC/ATS from OEM from the required effective date.	70% of total DWA cost	Within two weeks from the date of DWA	On submission of back to back agreement with the OEM and on Reflection of AMC/ATS renewal on the customer	0.25% of DWA cost per week subject to a maximum of 10% of DWA cost

				support portal	
2	Quarterly maintenance	2.5% of total DWA cost paid every quarter period (Totaling to 30% of DWA cost)	On completion of every quarter period from date of DWA to end of contract period	As per clause 3.4.1	As per SLA

3.4a.1 Deliverables related to Quarterly maintenance:

The payments will be made on quarterly basis subject to submission of following deliverables:

- Submission of invoice in quadruplicates after completion of every quarter. The date of issue of DWA/contract will be the start date of ATS/AMC
- Conducting preventive health checkup/diagnosis by the OEM and submission of reports
- Submission of list of incidents raised in the OEM's customer support portal, if any raised in the quarter
- Upgrade of firmware/software license, installation of patch etc. by the OEM, if any done in the quarter
- Submission of report detailing list of faulty parts replacement done by the OEM if any done in the quarter.
- To submit the Root Cause Analysis report of the OEM in the event of failure of hardware or issues encountered in the supplied software/hardware or both.
- Application of penalty charges for breach in SLA
- Certification of invoice from AGM, DGM and General Manager (ICT&MIS) Section.

3.4 b) Service Level Agreements & Penalties.

a. Successful bidder shall provide 24*7*365 days' support for all items through OEM.
b. There shall be an online customer support portal from OEM for raising tickets related to issues or incidents or any clarifications. The Online portal shall have facility to down load software, patches, upgrades, documents etc.
c. There shall be no restriction on the number of incident related calls that can be logged in a day. On any day, BESCOM shall be free to log AMC

related calls on the OEM's helpdesk for any number of systems covered under the scope of work. Each call shall be subject to the stipulations of response times and consequent SLA Penalties as applicable.

d. There shall be a SPOC from OEM side who will oversee all the tickets raised by BESCOM and ensure timely resolution.
e. Service Levels and Penalties for defaults are as given below: -

Sl. No.	Service	Service Level	Penalty in case of Breach of Service Level
1	Response to tickets by assignment of technical engineer	Within 1 hours from the time of ticket raised in the portal.	Rs. 1000/- per hour of delay subject to maximum of Rs 10000/- per quarter
2	Resolution of all types of tickets excluding faulty parts replacement	Within 12 hours from the time of ticket raised in the portal	Rs. 1000/- per hour of delay subject to maximum of Rs 10000/- per quarter
3	Implementation of Patch update/upgrade by OEM	Within 12 hours from the time of intimation by BESCOM	Rs. 10000/- Per day of delay subject to maximum of Rs 50000/- per quarter
4	Hardware parts replacement in case of failure. *Not applicable for LOT-3	Within 12 hours from the time of ticket raised in the portal	Rs. 10000/- Per day of delay subject to maximum of Rs 50000/- per quarter

3.5 LIQUIDATED DAMAGES AND PENALTY:

As in Section 3.4 a) Payment Terms & Penalties and 3.4 b) Service Level Agreements & Penalties.
In addition, BESCOM may impose additional penalty for reasons as below:

3.5.1 If the Goods and Related Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Supplier to meet the requirements within 14 days of being informed by the Utility, the Utility shall be free to impose any penalty as deemed fit. In addition, the Utility shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by the Purchaser.

4. Section IV: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

4.1	The Purchaser's country is: The Union Of India
4.2	The Purchaser is: Bangalore Electricity Supply Company Ltd. on behalf of all five ESCOMs of Karnataka
4.3	The web-site is **https://kppp.karnataka.gov.in only.** The details regarding the RFP (Bid) process shall be available on the same. The eligible bidders should visit the website from time to time and get the status updates. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.
4.4	The language shall be: English
4.5	For notices, the contact details shall be: THE GENERAL MANAGER (ICT & MIS) BANGALORE ELECTRICITY SUPPLY COMPANY LTD. BELAKU BHAVANA, CORPORATE OFFICE, K R CRICLE, BANGALORE -560001, KARNATAKA Email: gmit@bescom.co.in

	Contact: 9449844720
4.6	The governing law shall be: Laws applicable in exclusive jurisdiction of the High Court of Judicature at **Bangalore**, India and all courts subordinate to its exclusive Jurisdiction.

4.7	The formal mechanism for the resolution of disputes shall be: If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and difference, either party may require that the dispute be referred for resolution to the formal mechanisms, described below (The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed): a. The mechanism for resolution of disputes for bidders shall be in accordance with the Indian Arbitration and Conciliation Act of 1996. The Arbitral Tribunal shall consist of 3 (Three) Arbitrators. Each Party shall nominate an Arbitrator and the two nominated Arbitrators shall mutually agree and nominate a third Presiding Arbitrator. b. The place for arbitration shall be **Bangalore, Karnataka**
4.8	The price adjustment shall be: The bidders may please note that the prices are upward/downward Adjustable. Purchaser reserves the right to review and negotiate the charges payable at any time to incorporate downward revisions as applicable and necessary, including due to lowering of any applicable taxes, duties and any other statutory levies. Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract. Provided that any revision in taxes, statutory levies, duties which is not occasioned due to any change in place, method and time of supply or non-performance / non-fulfilment of any condition of any exemption considered by the bidder at the time of proposal, shall be considered for price adjustments. The utility reserves the right to increase or decrease the contract value subject to the limit of 25%. It is clarified that this increase or decrease of 25% shall not entitle either party to claim revision of the unit price of the services.

4.9	**General terms and conditions of Payment Schedule** 1) All payments shall be made centrally at IT section of BESCOM in favour of the Successful Bidder 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs majorly defined. The SLAs will govern the penalty and deductions from payments for inferior deliverables. 3) Bidder needs to ensure completion of all works before submitting the invoice and approved only after the particular activity is completed. In case even part of the work is pending payment for that activity shall not be made. 4) The detailed terms of payment are as per the clause 3.4 5) Cost has to be mentioned as per prescribed formats only. 6) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or service rendered by bidder is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the bidder, till such work/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the Purchaser under this contract.
4.10	The currencies for payments shall be in Indian Rupees (INR).
4.11	The Performance Security paid, shall be in the form of Bank Guarantee issued by a Scheduled Indian Bank as notified by Reserve Bank of India. The Bidder shall submit Performance Security of 10% on the Total Contract value to be valid for 90 days beyond the completion of contract period

5. Section V: Scope of Work

5.1 Detailed Scope of Work

The successful bidder shall provide three years of Comprehensive Annual Maintenance Contract (AMC) and Annual Technical Support (ATS) for the items listed in each Lots as below. The bidder section 1.4. These items are deployed in production environment and in continuous use. The current validity of AMC/ATS for these items are as below:

SL No	Item description	OEM	Model	Last date of expiry
1	Enterprise Storage deployed with all accessories and bundled software license	M/s Netapp	AFF A700	31.10.2024
2	Tape Library deployed with all accessories and bundled software license	M/s Overland Tandberg	NeoXL 80-LTO7 FC	30.09.2024
3	Backup Software	M/s Commvault	FF6A1	29.09.2024

1) The bidder shall designate a dedicated team to co-ordinate with BESCOM for early resolution of issues during the entire contract period.
2) The bidder shall provide access to OEM support portal for BESCOM and ITIA team for monitoring purpose.

3) The bidder shall arrange for a meeting with OEM technical team every once in a quarter for:
    a. Briefing on the latest updates/features released in the customer support portal
    b. Briefing on the latest patches/firmware/software released
    c. Briefing on the products health diagnosis etc.

4) The Bidder shall coordinate with the OEM and resolve all the issues and tickets as per SLAs.
5) The Bidder/OEM shall maintain adequate quantities of spares in case of continuous failure/issues. All configurations of such replacement has to be done by OEM only.
6) The ETR for any incident shall apply from the time of the ticket raised in the OEM portal.
7) The bidder shall provide a report on any replaced/released item. The released item shall be handed over to OEM for scrapping as per industry best practice. BESCOM shall be informed on the action taken by the OEM on the released items.
8) The OEM shall carry out Electronic preventive maintenance, health check and site status check on quarterly basis.
9) The OEM shall perform Firmware upgrade/license upgrade/patch installment etc. on recommendation by BESCOM.
10) The bidder shall submit Completion Report for Preventive maintenance/corrective maintenance including firmware upgrade/OS/Patch upgrade etc. Within 15 days of intimation in the health check report.
11) To submit the Root Cause Analysis report of the OEM in the event of failure of hardware or issues encountered in the supplied software/hardware or both.

5.2 Training:

The successful Bidder shall arrange for a classroom training for a team of officers of BESCOM for a minimum period of three days from the OEM on the items listed in each lot. The training shall cover topics on the latest features/ capabilities of deployed product, OEM prescribed course on the product etc.

6. Section VI: Forms:

Form: 1 : Bidder's Organization details *(To be uploaded on the Letterhead)*

Sl. No	Particulars	Details
1.	Name of the Bidder organization	
2.	Address of the Bidder	
3.	Status of the Company	
4.	Details of Incorporation of the Company	Date:
		Ref. #
5.	Details of Commencement of Business	Date:
		Ref. #
6.	Valid Sales tax registration no.	
7.	Valid Service tax registration no.	
8.	Permanent Account Number (PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12.	Fax No. (with STD Code)	
13.	Website	

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name: Company Seal

Address:

Place:

Date

Form: 2 Performa for Contract Performance Guarantee

Performa for Bank Guarantee (For or Contract Performance Guarantee)

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee no..... Date: / /

To,
General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Dear Sir,

In consideration of the.... *[Purchaser's Name]* ..... (Hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assignees) having awarded to M/s ..... *[Contractor's Name]* ..... with its Registered/Head Office at..... . (Hereinafter referred to as the 'Contractor'), which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the *Purchaser's* Letter of Acceptance no. ..... dated ..... and the same having been acknowledged by the Contractor, for ..... [Contract sum in figures and words] for ..... *[Scope of Work]* and the Contractor having agreed to provide a Contract

Performance Guarantee for the faithful performance of the entire Contract equivalent to five percent (5%) of the Contract Price of the aforesaid work under the Contract to the Purchaser.

We..... [Name & Address of the Bank]..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Contractor to the extent of .... (*) ..... as aforesaid at any time up to..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantees herein contained shall continue to be enforceable till the Purchaser discharges this guarantee or till .....[day/month/year] whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities.

Our liability under this Bank Guarantee shall not exceed .....

This Bank Guarantee shall be valid up to and including .....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Purchaser serve upon Bank a written claim or demand within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

Dated this..... day of ..... 2024 at.....

WITNESS

(Name)

.....
.....

(Signature)

(Name)

.....
.....

(Signature)

.....
.....

(Official Address) (Designation with Bank Stamp)

Attorney as per with Power of Attorney no.....

Note: The Stamp paper of Rs.500/- value shall be purchased in the name of guarantee issuing Bank.

Form:3 Declaration on not being blacklisted /defaulter

(To be submitted on the Letterhead of the Company)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
Belaku Bhavana, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Sub: RFP for renewal of Annual Maintenance Contract (AMC) & Annual technical Support (ATS) for various items deployed in Data Centre
Ref: BESCOM/GM(ICT&MIS) /DGM-IT2/AGM-IT5/MANAGERIT15/BC-48/2024 – 25/09 dated 23.08.2024. BESCOM/2024-25/SE0175 dated 23.08.2024

Dear Sir,

We confirm that our company is not blacklisted/defaulter for any fraudulent actions by BESCOM or by any state/central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name:

Address:

Company Seal

Place:

Date:

Form: 4 Declaration of Acceptance of Terms and Conditions in RFP

(To be submitted on the Letterhead)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
Belaku Bhavana, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Sub: RFP for renewal of Annual Maintenance Contract (AMC) & Annual technical Support (ATS) for various items deployed in Data Centre

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender enquiry No. BESCOM/GM(ICT&MIS) /DGM-IT2/AGM-IT5/MANAGERIT15/BC-48/2024 -25/09 dated 23.08.2024. BESCOM/2024-25/SE0175 dated 23.08.2024.

for “Renewal of Annual Maintenance Contract (AMC) & Annual technical Support (ATS) for various items deployed in Data Centre”. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name:

Address:

Company Seal

Place:

Date:

Form: 5 Letter of Proposal Submission

(To be submitted on the Letterhead)

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
Belaku Bhavana, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India
Dear Sir,

We, the undersigned, offer our proposal for “Renewal of Annual Maintenance Contract
(AMC) & Annual technical Support (ATS) for various items deployed in Data Centre”.
in accordance to the terms and conditions stipulated in RFP invited vide enquiry No.
BESCOM/ GM(ICT&MIS) /DGM-IT2/AGM-IT5/MANAGERIT15/BC-48/2024 -25/09 dated 23.08.2024. BESCOM/2024-25/SE0175 dated 23.08.2024.

We are hereby submitting our Proposal, which includes
a) Financial Proposal
b) Technical Proposal

c) EMD of the prescribed amount (paid online as defined in the KPP portal)
d) Bid processing fee of the prescribed amount (paid online as defined in the KPP portal)

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the price. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name:

Address:

Company Seal

Place:

Date:

Form: 6 Price Bid

The Price should be entered/Keyed in the KPP portal in financial bid section. Please refer to section 2.17 of this document.

Bidders should not upload the Price bid form as part of technical Bid. If the price bid is uploaded the bidders will be disqualified.

The detailed price breakup for the Bill of Materials of the Price bid of the qualified

bidders shall be submitted in Hard Copy on the date of opening the Price bid to the

Office of General Manager(ICT&MIS) as per the below format:

SL No.	Particulars	Make and Model	LOT		Year 1			Year 2			Year 3			Total		
				Qty	Unit pri	GST	Total price inclu	Unit Pri	GST	Total price inclu	Unit pri	GST	Total price inclu	Unit pri	GST	Total price inclu

				.	ce		ding GST	ce		ding GST	ce		ding GST	ce		ding GST
1	Storage Array	NetApp. AFFA700	LOT 1													
2	Tape Library	OVERLAND TANDBERG DATA STORAGE GROUP. NEOXL 80 LT07FC	LOT 2													
3	Backup software	OEM Commvault, V11	LOT 3													

Form 7: Certificate for clause regarding restrictions on procurement from Bidder of a country which shares a land border with India

To,

General Manager (ICT & MIS)
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Dear Sir,

This is to certify that I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I

certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Authorized Signature [In full and initials]:

Name and Title of Signatory:
Name of Company/Firm

Form 8: MAF from OEM (To be provided under the letter head of OEM)

To,

General Manager (ICT & MIS)

Bangalore Electricity Supply Company Limited,

Belaku Bhavan, Corporate Office, K.R Circle

Bangalore-560001, Karnataka, India

Sub:

Ref: Tender enquiry No. BESCOM/2024-25/SE0175 dated 23.08.2024.

Dear Sir,

We……. (OEM name) …….. hereby declare that

M/s ……..(Bidder's Name), having office at ……..is an authorized partner of _____(OEM name) . The bidder is well qualified in delivering our products and has good experience in delivering multiple projects.

We hereby authorize M/s……..(Bidder's Name), to participate in the above-referenced Tender.

We further conform that we have understand the terms and conditions of the enquiry and abide by the same. Also, we hereby conform to provide back to back agreement for the renewal of AMC/ATS from _____to _____ pertaining to

Lot X "……."

Also, we undertake to carry out activities defined in the scope of work as per the SLA.

Authorized Signature [In full and initials]:

Name and Title of Signatory:
Name of Company/Firm

Form 9: Banker's Certificate

ON BANKERS LETTER HEAD

……
……

FORMAT OF BANKER'S CERTIFICATE/ LINE OF CREDIT LETTER

[TO BE ISSUED IN THE LETTER HEAD OF BANK BRANCH]

Reference Number (SL No.) Place:

Date:

To:

[Name and Address of the beneficiary]

This is to certify that M/s. .....(name of the customer) having their registered/ administrative office at ..... is a customer of our Bank and is engaged in .....(nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as below to meet their financial requirement towards the execution of the .....(brief details of work) as per the Loan Policy of the Bank:

<table>
<tr><td>SL No.</td><td>Type of facility</td><td>Amount in Rs. (As on date of issue of certificate)</td></tr>
<tr><td>(1)</td><td>Cash at Bank</td><td>Rs.....</td></tr>
<tr><td>(2)</td><td>Term Deposits</td><td>Rs.....</td></tr>
<tr><td>(3)</td><td>Fund based Credit facility (includes Overdraft)</td><td><table><tr><td>Sanctioned Limit</td><td>Utilized amount</td><td>Available Balance amount</td></tr><tr><td>Rs.....</td><td>Rs.....</td><td>Rs.....</td></tr></table></td></tr>
</table>

Note:- Date of the Certificate

Liquid Assets as on last date of previous month of tender inviting date or at a later date before submission of the bid.

Yours Faithfully,

BRANCH MANAGER

Data Sheets:

1. **Netapp Storage: AFF A700**

Netapp_A700.pdf

2. **Tape Library: NEO XL 80 LTO7 FC**

DS_NEO_XL_US.pdf